GOtv™
entertaining africa
A Product of MultiChoice

Terms and Conditions

AGREEMENT GOVERNING SUBSCRIPTION TO THE GOtv SERVICE BY INDIVIDUALS FOR THEIR PRIVATE USE

Interpretation

1 In this Agreement the following terms will have the following meanings –

1.1 "Agreement" means this subscription agreement, as amended from time to time;

1.2 "Approved Decoder" means a decoder which complies with our specifications;

1.3 "Bouquet" means a package of audiovisual, audio and/or data channels;

1.4 "Content Rights" means the copyright and other intellectual property rights to all materials, including the content, constituting the Service;

1.5 "Coverage Area" means the geographic area in the Territory in which the Service, or an aspect of the Service, is provided;

1.6 "Due Date" means the date by when we must receive payment of your fees in terms of this Agreement, being –

1.6.1 in the case of a New Subscription, the day on which you wish us to activate your subscription to the Service; and

1.6.2 the last day of the Subscription Period;

1.7 "Equipment" means the subscriber equipment required in order to receive, access and use the Service, including the Approved Decoder, embedded Smartcard, aerial and cabling;

1.8 "General Amendment" means an amendment of this Agreement by us from time to time on notice to you and other subscribers;

1.9 "Manufacturer" means the manufacturer of the Equipment;

1.10 "New Subscription" means a request for access to the Service by a person who does not have an active subscription to the Service at the time of making the request, regardless of whether or not that person has previously subscribed to the Service;

1.11 "the Service" means one or more of the Bouquets and the associated services, features, facilities and applications provided by us;

1.12 "Service Provider", "we" or "us" means **GOtv Limited**, a company registered in the Territory with registration number **12441**, and any other person (including any legal person) to which that company may transfer its rights, obligations and interest in terms of this Agreement;

1.13 "Subscriber" or "you" means a person who requests, or who has authorised another person to request on his behalf, access to the Service on the terms and conditions of this Agreement, whose request is accepted by us, and whose subscription to the Service is active;

1.14 "Subscription Period" means a period, determined by us from time to time, during which your subscription to the Service will be active, commencing on the date on which your subscription is activated, and terminating on the expiry of that period, and for which period you are required to pay the requisite fees in advance;

1.15 "System Rights" means the copyright and other intellectual property rights in the Equipment and in the Service, including the software incorporated therein;

1.16 "Territory" means **MALAWI**;

1.17 "User Manual" is the standard operating instructions for your Approved Decoder, a copy of which is provided with your Approved Decoder and is also available on the Website;

1.18 "VAT" means Value Added Tax or any similar consumption based tax which we or our agents may be obliged to levy and/or collect;

1.19 "Website" means **www.gotvafrica.com** or such other website which we use from time to time;

1.20 "your Request" means your request for access to the Service.

2 Any reference in this Agreement to -

2.1 the singular includes the plural, and vice versa; and

2.2 one gender includes the other gender.

Terms and conditions of Agreement

3 The terms and conditions on which we authorise persons to have access to the Service are set out below.

4 By subscribing to the Service you agree to be bound by this Agreement as amended from time to time.

Request for the Service

5 You may request access to the Service for a minimum period of one or more Subscription Periods as determined by us from time to time.

6 We do not provide subscribers with -

6.1 access to stand alone programmes, channels, features, facilities or applications; or

6.2 the option to subscribe for a portion of a month,

although we reserve the right to do so in the future.

7 Your Request may be made –

7.1 by way of a text message from your mobile phone to the number determined by us;

7.2 if applicable, via your Approved Decoder; or

7.3 in any other manner authorised by us from time to time.

8 If we accept your Request, an agreement will come into effect between you and us on the terms and conditions set out in this Agreement.

9 If we refuse your Request (which we reserve the right to do), we will have no obligation to you arising from your Request.

Place of Agreement, commencement and duration

10 This Agreement is deemed to be concluded at our principal place of business in the Territory and commences on the date on which we, after receiving full and valid payment of the requisite fees in terms of this Agreement, accept your Request by activating your subscription to the Service.

11 This Agreement is binding on you and us unless and until –

11.1 we notify you (in any manner, whether telephonically, electronically, in writing or in person) that we are terminating this Agreement with effect from a specified future date, which we may do at any time;

11.2 the period for which you have paid, and we have received, full and valid payment of the requisite fees in terms of this Agreement expires and you have not yet renewed your subscription for a subsequent period by paying the requisite fees on or before the Due Date, and your subscription to the Service is disabled by us; or

11.3 you notify us (in any manner, whether telephonically, electronically, in writing or in person) that you are terminating this Agreement with effect from a specified future date, which you may do at any time subject to clauses 12, 13 and 14.

12 Once your subscription has been activated, it will continue to run for the duration of the Subscription Period for which you have paid, regardless of whether you access or use the Service, are in the Coverage Area, or have provided notice of early termination.

13 Each time your subscription is renewed for a subsequent Subscription Period, such renewal is in terms of this Agreement as at the date of renewal, and as amended from time to time.

14 If you terminate this Agreement in terms of clause 11.3, such termination will take effect from the last day of the Subscription Period in which the termination notice is received.

15 The termination of this Agreement will not affect –

15.1 our rights or remedies, or yours, for the period prior to termination, as the case may be; or

15.2 those rights and obligations which this Agreement intends, either expressly or by implication, will survive beyond termination.

Hardware

16 Only you and members of your household may access the Service.

17 You may not tamper with, use or attempt to use the Equipment for any purpose not authorised by us.

18 We may disable your subscription to the Service, whether temporarily or permanently, if –

18.1 any unauthorised person uses the Equipment to access the Service;

18.2 you are in breach of this Agreement;

18.3 the period for which you have paid for your subscription to the Service has expired and we have not received payment for the following subscription period;

18.4 it is necessary to protect the integrity of the conditional access system used for the Service; or

18.5 it is otherwise reasonable to do so.

19 You may only access the Service by using an Approved Decoder and in accordance with the applicable User Manual.

20 We recommend that you –

20.1 ensure that the Equipment is correctly installed;

20.2 keep your decoder connected, at least in standby mode when not in use, to the main power supply and to the aerial, to enable the updating of the software in the decoder and in order to ensure that your continued access to the Service is not negatively affected. You acknowledge that in standby mode certain Approved Decoders generate heat and that you will position your decoder with these factors in mind; and

20.3 position your Equipment away from any devices, such as certain mobile phones, which could cause electronic magnetic interference which could affect the quality of reception by you of the Service.

21 The strength of the signals constituting the Service may vary in different parts of the Coverage Area, as a result of which you might be required to acquire, at your own cost, additional Equipment (such as a different aerial), in order to access and use the service, either optimally or at all.

22 We cannot guarantee that you will be able to access and use the Service, or any aspect thereof, either optimally or at all, if you do not act in accordance with clauses 16, 17, 20 and 21.

User Manual

23 You agree to comply with the User Manual applicable to the Approved Decoder used by you.

24 If there is any conflict between the provisions of this Agreement and the User Manual, this Agreement will prevail.

Restrictions on access to and use of the Service

25 You may access and use the Service and the Equipment only –

25.1 in a single residential unit;

25.2 at your ordinary place of residence; and

25.3 for private domestic use.

26 You may not use the Service in any manner or for any purpose other than as set out in this Agreement. Nor may you negligently or intentionally permit any other person to do so. Without limiting the restrictions in clause 25, you may not attempt to or –

26.1 access any aspect of the Service other than those aspects to which we have authorised you to have access;

26.2 use the Service, or any aspect thereof, for any commercial purpose;

26.3 exhibit or provide the Service to the public, whether or not admission fees are charged;

26.4 charge any person a fee to access any aspect of the Service;

26.5 copy any of the content of the Service;

26.6 hire-out, sell, redistribute, relay, retransmit or rebroadcast any of the content of the Service;

26.7 hack, reverse engineer or otherwise compromise the security of the conditional access system, operating software or encryption software used in the Smartcard and any decoder used to receive the Service;

26.8 permit, facilitate or condone any other person doing any of the prohibited activities in this clause 26, whether using your Equipment or otherwise; or

26.9 sell or otherwise transfer the Equipment without advising us in writing, within seven days thereafter, of the identity and contact details of the transferee.

27 You indemnify us against any claim by the transferee in relation to any sale or transfer of the Equipment, including any claim by reason of the non-functionality of the Equipment.

28 You indemnify us and our affiliated companies, and their directors, officers, employees, agents and representatives ("Indemnified Parties") against any claim by a third party in respect of a breach by you of clause 25 and/or 26.

29 You acknowledge that a breach by you of clauses 25 and/or 26 may constitute criminal activity and could result in considerable prejudice and damage to us and/or our licensors and/or channel suppliers.

30 We may determine that certain aspects of the Service may only be available in conjunction within certain other aspects of the Service and/or Equipment.

Fees

31 We provide the Service on a pre-paid basis.

32 In order for you to receive the Service, you must pay us directly or via one of our duly authorised representatives, in the manner authorised by us from time to time, the requisite fees for those aspects of the Service to which you have requested access and any VAT and all other taxes, duties, levies or charges that may be levied by any government authority directly or indirectly in relation to the Service.

33 You must make, and we must receive, these payments in advance and in full for the forthcoming Subscription Period on or before the Due Date.

34 We will activate your subscription to the Service only once, and as soon as practicable after, you have made, and we have received, payment in full in terms of clause 32.

35 If you do not pay the requisite fees in full on or before the Due Date, your subscription to the Service will automatically terminate and your subscription will be disabled without further notice to you.

36 If your subscription to the Service is suspended or terminated for whatever reason, and whether by you or by us, and you wish to reactivate your subscription to the Service, we reserve the right to charge a reconnection fee, and, in that event, your subscription will not be reactivated until we have received your payment of the requisite reconnection fee.

37 You may not deduct from, or set off against, the fees which you are required to pay to us in terms of this Agreement any amount whatsoever which you claim from us or which we owe you.

38 We may from time to time, in our sole discretion, review and change the fees payable to us for the Service, or any aspect thereof, by way of a General Amendment. Whilst we will endeavour to notify you at least one month in advance of such change, we cannot guarantee that we will do so.

39 We may alter the Payment Instruction under which you pay your fees to us, if any, if the amounts payable by you to us should change for any reason. We may also charge and recover from you under that same instruction any other amounts owing by you to us under this Agreement.

40 We may use payment systems owned and operated by third parties ("Payment System Providers") to facilitate the collection of fees and other amounts payable by you for the Service. We will not be liable to you or any third party for any loss or damage which you may incur as a result of any error, system downtime or delay experienced by such Payment System Provider, or for any other reason beyond our reasonable control.

41 We may waive our right to demand and/or receive payment of the whole or part of the requisite fees for any aspect of the Service, Subscription Periods, and/or persons (or categories of persons), taking into account any factors determined by us in our sole discretion. If we waive any of our rights in terms of this clause, such waiver will be without prejudice to any other rights, interests or expectations that we may have, and you will have no right or expectation that we will waive our rights again in the future.

42 If we waive our right to demand and/or receive payment in terms of clause 41, we may, at any time, withdraw, in whole or in part, that waiver and exercise our right to demand and receive payment of the requisite fees in terms of this Agreement, provided that –

42.1 we will give you reasonable notice that we intend to demand payment in the future; and

42.2 we will require payment only in respect of periods which have not already passed at the time of the giving of the notice by us.

43 If we withdraw a waiver in terms of clauses 41 and 42, then you must pay, on or before the next Due Date, all fees which are payable by you in terms of this Agreement.

Communications with us

44 You may authorise any other person to communicate with us on your behalf.

45 Any person who communicates with us in relation to your subscription will be deemed to be authorised by you to represent you if that person meets our standard security check.

46 You agree to be bound by all requests and undertakings made by third parties on your behalf in terms of this clause.

47 It is your responsibility to ensure that your personal information relevant to our standard security checks is not disclosed to third parties whom you have not authorised to represent you.

Communications with you

48 We may communicate with you, amongst other methods, by means of post, e mail, on-air communications, or by way of text or other messages to your phone, PC, laptop or to your decoder for display on your television screen.

49 Such messages may be used, amongst other things, to –

49.1 market or promote our services and/or those of our channel suppliers, affiliates and/or clients;

49.2 inform you about the Service and operational systems, and changes to these;

49.3 provide you with information which we believe may be of particular interest or relevance to you;

49.4 advise you of the status of your account and any amounts owing by you to us;

49.5 inform you that your subscription will be suspended unless we have received payment of the requisite fees;

49.6 notify you of a General Amendment.

50 We will not be liable for any loss or damage suffered by you or any third party as a result of or in connection with communications with you in accordance with clause 49, and you indemnify and hold us harmless against any loss or damage that you or a third party may suffer as a result of any such communications.

Access to and disclosure of information relating to you

51 You authorise us to –

51.1 obtain, capture, store, analyse and use for our marketing purposes the viewing habits and profile of you and the members of your household, including to retrieve such information from your decoder;

51.2 use data that we may hold in relation to you ("your personal information") for the purposes of –

51.2.1 processing your Requests;

51.2.2 administering this Agreement;

51.2.3 informing you of any new aspects of the Service or services provided by our affiliates;

51.2.4 informing you of promotional competitions;

51.2.5 informing you of any amendments to this Agreement;

51.3 disclose your personal information –

51.3.1 to companies affiliated to us for purposes of marketing the services of those affiliated companies;

51.3.2 to any company which acquires our business or any part thereof;

51.3.3 to any company we are associated with from time to time;

51.3.4 if and to the extent that we are required to do so to comply with any applicable law, including the requirements of statutory authorities; and

51.4 retain your personal information referred to in this clause 51 indefinitely.

52 It is your responsibility to proactively ensure that the data which you provide to us is complete, accurate and up to date.

Intellectual property

53 You acknowledge that –

53.1 the Content Rights and the System Rights are either owned by, or licensed to, us or our affiliates and you acquire no right or interest in such rights; and

53.2 you will use your best endeavours to maintain and protect our rights and interests, and that of our suppliers and licensors, in the Content Rights and the System Rights.

54 You indemnify us and the other Indemnified Parties against any claim by a third party in respect of a breach by you of clause 53.2.

55

55.1 You acknowledge that you understand that the use of the Service may include and/or rely on a technological security framework designed to protect the Service against unauthorised use, which framework will be automatically implemented, maintained and amended from time to time.

55.2 You hereby agree to such implementation, maintenance and amendment of the technological security framework, which may include the disconnection or discontinuation of any features of the Equipment which facilitate unauthorised use of the Service.

55.3 A failure by us to implement the whole or part of the security framework will not constitute a grant or waiver of any of our rights resulting from unauthorised use of the Service in terms of this Agreement.

Our obligations

56 In consideration for the fees paid by you, and subject to you complying with this Agreement, we, in accordance with this Agreement, will provide you with access to those aspects of the Service which you have subscribed to.

57 Subject to you complying with this Agreement, our authorising you to have access to the Service will continue until suspended by us or terminated by either you or us in terms of the provisions of this Agreement.

58 We have no obligation –

58.1 to ensure that the Equipment is installed correctly;

58.2 subject to the terms of the Manufacturers' warranties and/or the decoder care plan (if that plan is available and you have chosen to be covered by that plan) to ensure that the Equipment is or remains functional or error-free and enables you to receive the Service; or

58.3 to maintain any component or aspect of the Equipment.

59

59.1 We will attempt to inform you of any content made available by us which may be subject to age restrictions, or contain strong language or other material which may offend sensitive users or which may be inappropriate for younger users.

59.2 However, we are not responsible for preventing the viewing of such content by children below any age restriction, or sensitive or younger users.

Your obligations

60 Subject to this Agreement, and in addition to any other obligations imposed on you in terms of this Agreement, you must –

60.1 provide us with your personal information required by us in order to activate and administer your subscription;

60.2 inform us in writing within seven days of any change to any of the information provided by you in relation to this Agreement;

60.3 inform us immediately if you become aware of –

60.3.1 any act or attempt by any party in relation to the Equipment or any aspect of the Service which, if committed by you, would be a breach of this Agreement;

60.3.2 any damage to, loss, theft or unauthorised use of the Equipment;

60.4 inform us in writing within seven days if you transfer your Equipment to any other person, and provide us with the identity and contact details of the transferee.

61 If you want to block your and the members of your household's access to content on the Service which you consider inappropriate or undesirable, you are responsible for using the parental control mechanism on the Service.

No warranties, limitation of liability, and indemnities

62 We make no warranty or representation, whether expressly or implicitly –

62.1 subject to the terms of the warranty and a decoder care plan described in clause 58.2 (if and to the extent applicable), about any component of the Equipment, or that you will be able to access or continue to access the Service using the Equipment, or that such access will be continuous and/or uninterrupted;

62.2 as to the Coverage Area or that the Service, or any aspect thereof, will be available in all parts of the Coverage Area;

62.3 as to the quality of reception by you of the Service, or any aspect thereof, in the Coverage Area to the extent that this results from causes beyond our control;

62.4 as to the content of the Service, including as regards the subject, nature, quality, reliability, truthfulness or accuracy of the content, or that the content will meet your particular tastes or expectations;

62.5 as to the technical quality of the Service and Equipment, that the software used to provide the Service, including our system software and software applications, is error-free, flawless or without fault.

63 Subject to the terms of the warranty and a decoder care plan described in clause 58.2 (if and to the extent applicable) we are not liable –

63.1 for any loss or damage suffered by you or any other third party, which arises out of –

63.1.1 any act or omission of ours or our employees or agents, subject to the provisions of clause 63.4;

63.1.2 any act or omission of our consultants, subcontractors or affiliated companies;

63.1.3 the exercise by us of any of our rights in terms of this Agreement; or

63.1.4 any breach by you of your obligations under this Agreement, and you specifically indemnify us and the Indemnified Parties against any claim by you or any third party arising out of such breach;

63.2 to any person for the content on and/or the use of materials constituting the Service, whether provided by us or a third party, and you agree that –

63.2.1 the Service may contain images and/or content that may be regarded as unsuitable or offensive by some viewers;

63.2.2 we mainly acquire complete channels from channel suppliers and package them into Bouquets and as such we have no influence over, and are unable to alter, the content of the channels;

63.2.3 the content of the Service, including the number, nature, composition and content of channels and Bouquets may, from time to time, vary;

63.2.4 the channels on each Bouquet may vary from time to time, and that the content of each individual channel may, from time to time, vary; and

63.2.5 the programming on the Service may differ from that set out in our hard copy and/or electronic programme guides;

63.3 for any delay or failure by us to provide the Service, or any aspect thereof, to you to the extent that such delay or failure results from causes beyond our direct or indirect control;

63.4 for any delay, interruption, defect or failure in the distribution or reception of the Service in the Coverage Area, or any aspect thereof, regardless of the nature, duration or cause thereof, in the absence of gross negligence or willful default on our part, and without prejudice to clauses 62.2 and 62.3. If such delay, interruption, defect or failure is due to our gross negligence or willful default, then you will be entitled, as your sole and exclusive remedy, to a credit against future payments of subscription fees equal to the pro-rata portion of the fees representing the period of the delay, interruption, defect or failure to the extent caused by our gross negligence or willful default;

63.5 for any delay, interruption, defect or failure in the distribution or reception of the Service, or any aspect thereof, regardless of the nature, duration or cause thereof, which we deem necessary for any purpose related to our business, including in order to support the provision, operation, maintenance and security of the Service, or any aspect thereof;

63.6 subject to the terms of the Manufacturers' warranties and/or the decoder care plan (if that plan is available and you have chosen to be covered by that plan), for any defect in or failure or malfunction of the Equipment, regardless of the nature or cause thereof.

Amendments to and variations in the Service

64 The nature, composition and content of the Service are determined by us in our sole discretion, and may be changed by us from time to time.

65 Without limiting clause 64, we may –

65.1 replace, remove or otherwise amend, or restrict the availability of, any aspect of the Service, including, but not limited to –

65.1.1 any facets, applications, facilities, features and/or functionality of the Service;

65.1.2 the range, nature and format of the Service;

65.1.3 the content of the Service, including but not limited to the number, nature, composition and content of channels and Bouquets; and

65.1.4 the range, nature and number of any ancillary applications, facilities or services;

65.2 advise you of any additional aspects of the Service which become available, the conditions applicable thereto and the charges therefore, if any, and which, if you request to receive this additional aspect, you will be obliged to pay the additional charge, if any;

65.3 advise you of any aspect of the Service for which you must pay an additional charge if you wish to continue receiving it, and for which, if you request to continue to receive this aspect, you will be obliged to pay the additional charge.

66 The various systems necessary for or associated with the provision of the Service (including technical services and signal distribution, the conditional access system, the software operating system, software applications, subscriber management services and business systems) are determined by us and are subject to ongoing innovation and change and may be amended by us from time to time. Without limiting the above you agree that we may –

66.1 update, vary or replace these systems or any aspect thereof, including, by means of "over the air" software downloads, to address any system errors or other problems relating to the software, to improve security, to provide additional features or functionality, to limit any use of the Equipment outside the scope of this Agreement, and to ensure that the decoders used by Subscribers are not authorised to decrypt signals other than those authorised by us; or

66.2 recommend that you upgrade, reconfigure, change or replace ("upgrade") at your cost if applicable any of the Equipment used by you to access the Service, or any aspect thereof. Your continued access to the Service could be negatively affected if you do not act on this recommendation.

67 You will have no rights, interests or expectations to any increases or decreases in the fees payable by you if we make any amendment to the Service in terms of clauses 64 to 66, or any other provision of this Agreement.

68 Subject to clause 69, you may not replace, remove or vary your subscription to the Service, or any aspect thereof, during the course of a Subscription Period in respect of which you have already requested access and paid the requisite fees. If you request us, during a Subscription Period, to replace, remove or vary any aspect of your subscription, and we accept your request, such change will take effect only at the end of that Subscription Period.

69 If you request and we agree to activate any additional aspects of the Service on a date before the next Due Date, then you must pay, on a pro rata basis, the requisite fees for the period from the date on which your subscription to the additional aspects of the Service is activated until the Due Date. We will activate your subscription to the additional aspects of the Service only once, and as soon as practicable after, you have made, and we have received, the payment, as calculated by us, in full.

Amendment of Agreement

70 You agree to be bound by this Agreement and the User Manual as amended from time to time.

71 We may, in our sole discretion, amend this Agreement and/or the User Manual in any respect from time to time by way of a General Amendment.

72 You agree to be bound by such General Amendment from the date specified in the General Amendment notice, which will be a reasonable time after the date of the General Amendment notice.

73 No amendment requested by you will be valid or effective unless either captured in a General Amendment or recorded in writing and signed by you and by us.

Breach of Agreement

74 Your failure to comply with this Agreement or the User Manual constitutes a material breach of the Agreement.

75 If you breach this Agreement –

75.1 we may, without prejudice to any other remedy that we may have, immediately and without notice to you disable your subscription and/or terminate this Agreement depending on the severity of such breach;

75.2 we may, without prejudice to any other remedy that we may have, elect to keep this Agreement in force, but at the same time and for as long as such breach continues, to suspend your access to the Service. If and when we reinstate access to the Service, you must pay the reconnection fee stipulated by us from time to time in terms of clause 36;

75.3 you must pay us all legal costs, including attorney and own client costs, tracing agent's fees and collection charges which we may incur in taking any steps pursuant to your breach; and

75.4 you must pay us any loss or damages incurred by us directly or indirectly as a result of your breach.

76 If we have suspended your subscription to the Service and you –

76.1 remedy your breach;

76.2 comply with this Agreement; and

76.3 pay us all amounts due to us in terms of this Agreement and the requisite reconnection fee,

then we may reactivate your subscription to the Service.

77 If we terminate this Agreement, you may submit a Request with a view to us concluding a new Agreement with you.

General

78 This Agreement, as amended from time to time –

78.1 constitutes the sole and complete record of the agreement between you and us in regard to its subject matter; and

78.2 supersedes any previous agreement between you and us, in terms of which you were authorised to have access to the Service.

79 Neither you nor we are bound by any express or implied representation, warranty, undertaking, promise or the like not recorded in this Agreement.

80 Any relaxation or indulgence which we may show you at any time in regard to this Agreement is without prejudice to, and does not constitute a waiver of, any rights we may have, either in terms of this Agreement or any law.

81 If any provision of this Agreement is found to be wholly or partly invalid, unenforceable or unlawful, then –

81.1 this Agreement will be severable in respect of the provision in question to the extent of its invalidity, unenforceability or unlawfulness; and

81.2 the remaining provisions of this Agreement will remain in full force and effect.

82 The rule of construction that this Agreement will be interpreted against the party responsible for the drafting or preparation of this Agreement will not apply.

83 We may cede any of our rights and/or assign any of our obligations under this Agreement to any person.

84 You may not cede any of your rights and/or assign any of your obligations under this Agreement to any person.

85 This Agreement is subject to, and will be interpreted, implemented and enforced, in terms of the laws of the Territory.

86 This agreement shall be interpreted and construed under the laws of Malawi.

87 The parties choose the following addresses for the service of all notices and processes arising out of this Agreement –

87.1 Us: **GOtv Limited, Independence Drive, PO Box 801, Blantyre, Malawi.**
87.2 You: The physical address supplied by you when making your Request and as recorded in our billing system, as amended by you from time to time.

88 Standard SMS rates apply.